

LAKES REGIONAL COMMUNITY CENTER



REQUEST FOR PROPOSAL

**GENERAL CONSTRUCTION AND
RENOVATION SERVICES**

BIDS DUE BY:

Friday, January 14th, 2022 @ 3:00pm

PRE-PROPOSAL CONFERENCE DATE AND TIME

All Contractors must attend the Pre-Proposal Conference in order to get a clear understanding of the requirements of this RFP:

DATE: Friday, January 7, 2022

TIME: 10:00am

LOCATION: Lakes Regional Community Center Administration Building
400 Airport Road Terrell, TX 75160

RSVP: Contractors planning to attend the pre-proposal conference should RSVP, in writing, no later than January 5th, 2022.

Send RSVP fax to: (972) 563-5322 email to: alexandrap@lakesregional.org

Company Name: _____

Contact Name _____

Planning to attend Pre-Bid Meeting: _____ YES _____ NO

If yes, number of representatives from your company: _____

Tel. No.: _____ Fax No.: _____

E-Mail Address: _____

Interested Contractors will be required to sign in at the pre-proposal conference. Such applicant who submits a bid and does not attend the scheduled pre-bid conference waives any right to assert claims due to undiscovered conditions.

**REQUEST FOR PROPOSAL
INSTRUCTIONS/TERMS AND CONDITIONS**

GENERAL CONSTRUCTION AND RENOVATION SERVICES

Lakes Regional Community Center (LAKES REGIONAL) is accepting Proposals for furnishing the merchandise, supplies, services and/or equipment set forth in this Request for Proposal.

LAKES REGIONAL RFP: #22-GRC

LAKES REGIONAL invites your firm to submit a Proposal. If you are interest in submitting a proposal, please adhere to the *General Instructions and Requirements* as outlined in the enclosed Request for Proposal.

Contractors shall pay particular attention to all **INSTRUCTIONS, REQUIREMENTS AND DEADLINES** indicated in the attached documents and should govern themselves accordingly.

In accepting Proposals, LAKES REGIONAL reserves the right to reject any and all proposals, to waive formalities and reasonable irregularities in submitted documents, and to waive any requirements in order to take the actions, which it deems to be in the best interest of LAKES REGIONAL and is not obligated to accept the lowest proposal.

At any time and place established for receipt of the Proposal, LAKES REGIONAL will only release the names of the Contractor(s). No other information will be released until after LAKES REGIONAL's Evaluation Team has evaluated the Proposals, and an award has been made and approved by Executive staff and, if required, LAKES REGIONAL's Board of Trustees.

We greatly appreciate your efforts and look forward to reviewing your submission.

LAKES REGIONALCOMMUNITY CENTER

SECTION 1 – OVERVIEW

BACKGROUND AND OBJECTIVES

LAKES REGIONAL invites interested and qualified companies herein after referred to as “Contractors” to submit Proposals for GENERAL CONSTRUCTION AND RENOVATION SERVICES in response to this solicitation.

LAKES REGIONAL operates from approximately fifty-four facilities to provide services in the following areas:

- Mental health
- Intellectual & developmental disabilities
- Substance Abuse Services
- Early Childhood intervention
- Criminal justice system support

LAKES REGIONAL service delivery area spans the following fifteen counties: Camp, Cooke, Delta, Ellis, Fannin, Franklin, Grayson , Hopkins, Hunt, Kaufman, Lamar, Morris, Navarro, Rockwall, Titus

SECTION II – STANDARD TERMS AND CONDITIONS (To Be Incorporated by Reference Into Any Contract Awarded Pursuant to this Request for Proposal)

- A. TRAVEL POLICY.** If travel by contractor is required, the bidder/Contractor/contractor will submit the expenses (and applicable receipts) on an invoice based on rate and terms as stated in the proposal.
- B. TAXES.** Purchases made for LAKES REGIONAL use are exempt from the State Sales Tax and Federal Excise Tax. LAKES REGIONAL will furnish Tax Exemption Certificates upon request. Contractor represents and warrants that it shall pay all taxes or similar amounts resulting from the contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of the Contractor or its employees. LAKES REGIONAL is not be liable for any taxes resulting from the contract.
- C. TERMINATION.** Either Contractor or Lakes Regional Community Center may terminate this Agreement for any reason, without cause, either during the Initial Term or any Renewal Term, by providing thirty (30) days written notice to the other Party that it intends to terminate this Agreement.
- D. CONFIDENTIALITY.** LAKES REGIONAL is required to comply with the Public Information Act and, therefore, is required upon written request to release information. Information deemed proprietary by Contractor must be clearly indicated as such and may still be subject to disclosure depending on a ruling from the Attorney General’s Office. Contractor shall be solely responsible for the contesting or defending the release of any

information it deems to be proprietary and hereby releases the LAKES REGIONAL from any duty, responsibility or liability regarding the release of any information delivered to the LAKES REGIONAL by Contractor.

- E. COUNTERPARTS; FACSIMILE SIGNATURES.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original instrument, and all of which shall constitute a single agreement and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties, it being understood that all parties need not sign the same counterpart. Any party may execute and deliver this Agreement by signing the same and sending a copy thereof by facsimile transmission or in Adobe Portable Document Format (PDF) sent by electronic mail. Such document, including the signatures thereon, shall be treated in all respects as an original document bearing an original signature.
- F. GOVERNMENTAL IMMUNITY.** The Parties expressly agree that no provision of the contract is in any way intended to constitute a waiver by LAKES REGIONAL of any immunities from suit or from liability that LAKES REGIONAL may have by operation of law.
- G. INDUSTRY STANDARD.** All work and materials pursuant to this RFP must be performed in a professional manner consistent with or exceeding the industry's usual and customary standards of quality. Such standards shall apply to the dress, language, and behavior of respondent's jobsite personnel.
- H. CONFLICTS OF INTEREST.** Contractor must disclose in writing to LAKES REGIONAL all existing or potential conflicts of interest relative to the performance of the contract.
- I. MARKETING.** Contractor shall not use LAKES REGIONAL's name, logo, or other likeness in any press release, marketing material, or announcement without prior written approval from LAKES REGIONAL.
- J. EQUAL OPPORTUNITY EMPLOYER.** LAKES REGIONAL prohibits employment discrimination based on race, color, religion, sex, national origin, age, covered veteran status, disability, sexual orientation, trans-gender, gender expression, gender identity or any legally protected characteristic. Contractor agrees to comply with all applicable state and federal laws governing employment discrimination in connection with the performance of its work under the agreement.

SECTION III – PROPOSAL SCHEDULE (RFP)

Solicitation Packet issue date: **Friday, December 17, 2021**

Pre-proposal Conference date: **Friday, January 7, 2022**

Deadline for Questions from Prospective Contractors: **Monday, January 10, 2022**

Deadline to Respond to Questions: **Wednesday, January 12, 2022**

Deadline for Submission of RFP: **Friday, January 21, 2022 at 3:00 p.m.**

Anticipated Scoring Date: **Tuesday, January 25, 2022**

Anticipated Award Date: **Friday, January 28, 2022** (*Contingent upon Committee Approval*)

SECTION IV – GENERAL INSTRUCTIONS

A. Questions

Deadline for Questions from Contractors: Monday, January 10, 2022 at 3:00pm

Deadline for Response to Questions: Wednesday, January 12, 2022

All questions concerning the proposal specifications must be submitted in writing and emailed to alexandrap@lakesregional.org.

It is the contractors' sole responsibility to review the [LAKES REGIONAL](#) website and retrieve all related documents prior to the RFP due date.

B. Submittal Procedure

The Proposal, subject to all conditions and specifications attached hereto, must be signed in ink or electronically by any person or officer of any company submitting the proposal that is authorized to enter into contractual agreements on behalf of the company. Proposals received unsigned will be deemed non responsive and therefore; will not be accepted.

Deadline to submit proposal is Friday, January 21, 2022 at 3:00 p.m. The original Proposal, signed in ink, or a signed electronic copy via electronic email shall be submitted delivered to the attention of:

REGULAR MAIL:
LAKES REGIONAL
ATTN: ALEXANDRA POLLARD
400 AIRPORT ROAD
TERRELL, TEXAS 75160

ELECTRONIC EMAIL:
ALEXANDRAP@LAKESREGIONAL.ORG

GENERAL CONSTRUCTION AND RENOVATION SERVICES

No proposal will be accepted after the stated deadline. Respondents may email, mail or personally deliver their Proposals to the Accounting Office of LAKES REGIONAL at the above address. LAKES REGIONAL will not be responsible for any Proposal(s) that is (are) lost in the mail or not delivered to the Accounting Office by the stated deadline for any reason.

C. Proposal Format

Submittals shall include a Table of Contents and all pages numbered. Each section shall be clearly identified and tabbed. For proper comparison and evaluation, LAKES REGIONAL requests that proposals shall include the documents outlined below.

#1 Cover Letter - A brief introductory letter of representation.

#2 - Executive Summary – A brief summary highlighting the most important points of the Proposal. The Summary should not exceed three (3) pages.

#3 - Contractor Background Information - This section should include a description of the contractor experience with other services similar to the one described herein.

- a. Submit company background information including principal place of business, length of existence, breadth of experience and expertise, management structure, and any other information that demonstrates relative qualifications and experience.
- b. Address any performance related litigation that your firm may be, or has been, involved in over the last five (5) years. Identify if your firm has had any contracts terminated due to non-performance over the last five (5) years. Identify adverse actions sanctioned by any regulatory authorities over the last five (5) years.

#4 - Financial Consideration - Include a copy of your latest annual report or other comparable documentation. As evidenced by the financial information requested of each contractor, indication that the contractor, or contractors, are financially stable and able to provide related services in its entirety. W-9 and Certificate of Insurance as required herein.

#5 - References and Attachments A, C, D, and E– Contractor shall submit with this proposal a list of at least three (3) references (within the last twelve (12) months) that pertain to this type of services or similar projects have been performed by their firm, preferably government agencies.. Include name of firm, name of representative, address, telephone number, and email address. The interested parties must agree to authorize client to furnish any information required by LAKES REGIONAL to verify references provided, and for determining the quality and timeliness of previous work performed.

#6 Scope

- a.** Include a statement that all products and services quoted in proposal are in full accord with the specifications or a brief listing of all those specification sections to which the contractor takes exception. All comments shall be listed and numbered in order of the respective article of the specification. This statement is required even if no exceptions are noted.
- b.** Contractor's participation and responsibility must be clearly defined. Your firm's methodology and project management for implementing a successful project should be itemized for all phases. Clearly define the planning, design and implementation process.
- c.** LAKES REGIONAL's participation and responsibility must be clearly defined.
- d.** Demonstrate a proposed project schedule identifying tasks, responsibilities and estimated time commitments from the Agency. Identify all critical milestones.

Proposal Pricing/Delivery - Pricing shall be itemized for all items and services requested in this proposal. Brief notes referencing specific line items may be included, if necessary, for explanation. LAKES REGIONAL will select and award the products and services that best meets its needs. (re: Contractor Authorization and Proposal Form).

D. Non-Discrimination Policy Statement

LAKES REGIONAL does not discriminate against any individual or Contractor with respect to his/her compensation, terms, conditions, or award of contract because of race, color, religion, sex, national origin, age, disability, political affiliation, or limit, segregate, or classify candidates for award of contract.

E. Immigration Reform and Control Act of 1986

By submitting their proposals, Contractors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal immigration reform and control act.

F. Proposal Guarantee/Award Procedure

It is anticipated that a recommendation for award for this Proposal will be made no more than thirty (30) days after the PROPOSAL DUE DATE. All interested parties are required to guarantee their Proposals as an irrevocable offer valid for one hundred twenty (120) calendar days after the Proposal due date. LAKES REGIONAL in its sole and absolute discretion shall have the right to make an award for any or all items/services listed in each Proposal. LAKES REGIONAL shall have the right to reject any and all Proposals as it deems to be in its best interest, to waive formalities and reasonable irregularities in submitted documents, shall not be

bound to accept the lowest Proposal and shall be allowed to accept the total Proposal of any one contractor.

G. Permits

Any and all permits as required by authorities having jurisdiction, local, state, county, and/or federal, are the total responsibility of the interested parties/contractors.

H. Financial Information

Contractors must submit a copy of their last AUDITED financial statement. A letter from your CPA is an acceptable alternative for Non Public companies, but must include a statement that financial solvency is adequate to meet expenditures for a least a year.

I. Invoicing/Payments

The contractor shall be paid upon the completion of all of the following: 1) submission of an original properly itemized invoice showing the proposal and/or purchase order number, 2) delivery and acceptance of the commodities/services and 3) proper and legal processing of the invoice. Proposals with payment terms of less than thirty (30) days will not be accepted. Discounts will be considered and taken if earned. Invoices must be submitted to:

MAIL TO:
Lakes Regional Community Center
ATTN: Richard Wilson
PO Box 747
Terrell, TX 75160

ELECTRONIC MAIL:
Richard Wilson
richardw@lakesregional.org

J. Price Adjustments

Contractor will be required to honor their proposed prices for the term of the contract period.

K. Historically Under-Utilized Business (HUB)

This Agency shall make a good faith effort to utilize Historically Underutilized Business (HUB'S) in contracts for construction, services, (including professional and consulting services), and commodities. Please submit proof of Historically Underutilized Business "HUB" state certificate. (*See Attachment A*)

If your firm is not certified, please submit Attachment A, if you intend to subcontract services. If not, write "None" on Attachment A and submit it.

L. Minority/Women and/or Disadvantaged Business

The Agency shall make a good faith effort to utilize Minority/Women and/or Disadvantage Businesses (M/W/DBE's) in contracts for construction, services (including professional and consulting Services), and commodities. Please submit proof of M/W/DBE certificate.

M. Direct or Indirect Assignment

The successful Contractor will not be permitted to directly or indirectly assign rights or duties under the contract without express approval from LAKES REGIONAL.

N. Form W-9

Contractors are to complete Form W-9 and submit with Proposal Documents.

<http://www.irs.gov/pub/irs-pdf/fw9.pdf>

SECTION V – PROPOSAL STIPULATIONS AND REQUIREMENTS

A. Modification or Withdrawal of Proposals

Any Proposal may be modified or withdrawn prior to the deadline, provided such modification or withdrawal is submitted prior to the deadline. Any modification received after the deadline shall be deemed late and will not be considered.

B. Errors or Omissions:

The contractors will not be allowed to take advantage of any errors or omissions in the specification. Where errors or omissions appear in the specifications, the contractor shall promptly notify LAKES REGIONAL in writing of such error or omission it discovers. Any significant errors, omissions or inconsistencies in the specifications are to be reported **no later than five (5) days** before time for the proposal response is to be submitted.

C. Offer and Acceptance Period

All Proposals must be an irrevocable offer valid for 120 calendar days after the Proposal opening.

D. Late Proposals

Proposal received after the stated deadline shall be deemed late and will not be considered.

E. Irregularities in Proposals

Except as otherwise stated in this Request for Proposal, evaluation of all Proposals will be based solely upon information contained in the Contractor's response to this Proposal. LAKES REGIONAL shall not be held responsible for errors, omissions or oversights of a material nature which may constitute grounds for rejection of any Proposal.

LAKES REGIONAL shall have the right to reject Proposals containing a statement, representations, warranty or certification which is determined by LAKES REGIONAL to be materially false, incorrect, misleading or incomplete. Additionally, any errors, omissions, or oversights of a material nature may constitute grounds for rejection of any Proposal.

The inability of a Contractor to provide one or more of the required components or specified features or capabilities required by this Proposal may constitute grounds for rejection.

F. Oral Presentations

Any Contractor that submits a Proposal in response to this request may be required to make an oral presentation for further clarification upon LAKES REGIONAL's request.

G. Amendments to the Proposal

If it becomes necessary to revise any part of this Proposal package or if additional information is necessary to clarify any provision, the revision and/or additional information will be provided to each Contractor via email and posting amendment to www.lakesregional.org.

H. Availability of the Proposal

After opening, each Proposal, except those portions for which a Contractor has included a written request for confidentially (e.g. proprietary information), shall be open to public inspection.

I. Retention of Proposals

All Proposals considered by LAKES REGIONAL shall become the property of LAKES REGIONAL and shall not be returned.

J. Notice "No Bid" Form

Contractors must respond to the Proposal request whether they can or cannot provide the products, supplies, and/or services listed in the Proposal request (*See Attachment B Notice "No Bid" Form*).

K. Incurred Expenses

LAKES REGIONAL shall not be responsible for expenses incurred by a Contractor in the preparation and submission of a Proposal. This provision also includes any costs involved in providing an oral presentation of the Proposal.

L. Deviation Form

Each response to this Solicitation shall contain a Deviation Form, which states the prospective contractor's commitment to the provisions of this Solicitation. An individual authorized to execute contracts must sign the Deviation Form. Any exceptions taken to the terms and conditions identified in this Solicitation Package must be expressly stated in the Deviation Form. (*See Attachment C*)

M. Subcontractors

All provisions and/or stipulations within this Request for Proposal also apply to any authorized subcontractors.

N. Term of Contract

The intent of the RFP is to award this contract to the qualified contractor(s) who can provide and meet all specified requirements of this request for proposal.

The contract period shall commence upon execution of a contract and issuance of a purchase order and continue through August 31, 2022. This contract will renew automatically for four separate one year terms.

O. Licensure

The contractor shall submit, with their Proposal, a copy of any other license(s), certification(s), registration(s), permit(s), etc. as required by authorities having jurisdiction: local, state, county, and/or federal.

P. Pricing

Each contractor shall provide responses to “Proposal” page with total pricing.

SECTION VI – INSURANCE REQUIREMENTS

Proof of insurance MUST be submitted with the bid response, failure to do so will disqualify the bid. Upon award of the contract, the successful contractor’s insurance agent will provide a Certificate of Insurance naming LAKES REGIONAL as an additional insured, and will expressly provide for thirty (30) days prior written notice of cancellation to all insured parties.

The Contractor shall take out, pay for and maintain at all times during the prosecution of the work under the contract, the following forms of insurance, in carriers acceptable to and approved by LAKES REGIONAL.

1. Workers’ Compensation/Employer’s Liability
 - a. Workers' Compensation - statutory
 - b. Employer's liability - \$500,000
2. Comprehensive Commercial General Liability:
 - a. Bodily Injury/Personal Injury- \$1,000,000 per occurrence, \$2,000,000 aggregate
 - b. Property Damage - \$1,000,000 aggregate
3. Automobile liability:
 - a. Bodily injury - \$500,000 minimum combined single limit
4. Contractual liability — same limits as above.
5. The offeror must demonstrate the ability to provide a performance bond upon award.

LAKES REGIONAL reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverage and their limits when deemed necessary and prudent by the Agency based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

Required Provisions:

1. Proof of Carriage of Insurance - All certificates of insurance will be required in duplicate and filed with Lakes Regional at 400 Airport Road, Terrell, Texas 75160.
2. All certificates shall provide LAKES REGIONAL with an unconditional thirty days written notice in case of cancellation or any major change.
3. As to all applicable coverage, certificates shall name LAKES REGIONAL and its officers, employees, and board members as an additional insured.
4. All copies of the certificates of insurance shall reference the project name and bid number for which the insurance is being supplied.
5. The Contractor agrees to waive subrogation against LAKES REGIONAL, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent the loss, if any, is covered by the proceeds of insurance.

The Contractor is responsible for making sure any sub-contractor(s) performing work under this agreement has the required insurance coverage(s) and supplies LAKES REGIONAL with the proper documents verifying the coverage.

A CURRENT "CERTIFICATE OF INSURANCE"
MUST ACCOMPANY ALL PROPOSALS

SECTION VII – PROPOSAL EVALUATION PROCESS

Not all evaluation factors are equal in importance and each factor is weighted in accordance with its importance to LAKES REGIONAL. Each item has been assessed a percentage upon which the final score will be determined. A total of one hundred percentage (100%) points for the following items will be considered a perfect score.

The following will be significant factors in evaluating proposals, but the evaluation will not be limited to these items when making a final recommendation.

A.	Product & Services	25%	<ol style="list-style-type: none"> 1. Respondent(s)' products and services (e.g.; quality and breadth of product(s)/service(s), description(s) quality, reputation in the marketplace, average on time delivery rate and applicable fees, average) 2. Warranties on Respondent(s)' products and services (e.g.; availability of standard/extended warranties, pricing, detailed descriptions, ease of process and others). 3. Evidence of the ability of Respondent(s) to complete services in a timely & efficient fashion (e.g.; breadth of service departments, technological advances, personnel experience, product(s) efficiencies, and others).
B.	Ability to Provide and Perform the Required Services for the Contract	20%	<ol style="list-style-type: none"> 1. Customer service/problem resolution (e.g.; technical abilities of service personnel; quality of processes,) 2. Invoicing process (e.g.; ease of use; transparency, billing resolutions) 3. Respondent(s)' processes, and quality of organizational structure 4. Contract implementation/Customer transition 5. Financial condition of Contractor
C.	Qualification and Experience	20%	<ol style="list-style-type: none"> 1. Respondent(s)' reputation in the marketplace. 2. Experience and qualification of key employees 3. Location and number of salespersons who will work on this contract 4. Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors 5. Completeness of response (e.g.; filled out all sections, answered all questions, provided pricing)
D.	Value Added Services Description, Products and/or Services	15%	<ol style="list-style-type: none"> 1. Related lines of business not specifically enumerated in the Scope of Work. 2. Customer Service 3. Quality and breadth of value add 4. Other factors relevant to this section as submitted by the proposer.
E.	Cost	20%	<ol style="list-style-type: none"> 1. Proposed Rates. 2. Final cost may be negotiated with the successful Contractor. 3. Cost may only become a determining factor when all other conditions are equal.

SECTION VIII – GENERAL CONSTRUCTION AND RENOVATION SERVICES

I. Purpose

LAKES REGIONAL is soliciting bids for basic construction, and renovation services to be performed on an as needed basis, as directed by LAKES REGIONAL. It is the intention of this bid to receive written quotations on a time and materials basis for General Construction and Renovation Services.

This Contract, if a Contract is awarded, is to provide services of indefinite quantities. The Contractor shall be required to provide all manpower, equipment, transportation, and supervision, and materials and/or supplies as designated, necessary to perform any services, as defined in this bid, not otherwise contracted. These services may include projects on various buildings located throughout Camp, Cooke, Delta, Ellis, Fannin, Franklin, Grayson, Hopkins, Hunt, Kaufman, Lamar, Morris, Navarro, Rockwall, Titus counties.

LAKES REGIONAL is not obligated to order any work. LAKES REGIONAL reserves the right to award to multiple Contractors. If multiple Contractors are awarded, they will be contracted as primary, secondary, and alternate(s), as applicable, at the sole discretion of LAKES REGIONAL. LAKES REGIONAL reserves the right to reject any and all bids.

Bidders shall have been in business providing scope of work services defined herein for not less than five (5) years.

Contract Period

The contract period shall commence upon execution of a contract and issuance of a Purchase Order and continue through August 31, 2022. This Agreement will automatically renew for up to four additional twelve (12) month terms (“Renewal Term”) unless the Center provides written notice of intent not to renew at least thirty (30) days prior to the expiration of the Term or any Renewal Term. Any renewal is effective only for an additional one-year term. LAKES REGIONAL reserves the right to accept or reject any or all of the price re-determinations as it deems to be in the best interest of the Agency.

Price Re-Determination

A price re-determination may be considered by LAKES REGIONAL only at the anniversary date of the contract and shall be substantiated in writing (i.e. direct costs, labor contracts/costs, etc.).

When considering the renewal of this contract, the cost submitted in the original proposal, and as subsequently revised, may be increased or decreased. The cost may be changed in accordance with any adjustment which may have occurred in the Local Area Consumer Price Index (CPI) over the preceding twelve (12) months. Cost increase shall not to exceed 3%. The Contractor’s must provide such request to the Agency, along with adequate justification, in writing at least ninety (90) days prior to the end of the current contract term. This will afford the Agency sufficient time to review the request.

Exhibit A

II. Scope of Work

Contractors interested in obtaining a contract with LAKES REGIONAL for General Construction and Renovation Services shall prepare a written bid to include, but not be limited to, the following terms and conditions.

- A. The contractor shall perform interior and exterior demolition, repair, replacement, and/or other construction services as defined from job plan provided by authorized Lakes Regional Property Manager.
- B. The Contractor shall commence tasks at the site of work and continuing such operations until the work is completed, including all necessary mobilizations and demobilizations.
- C. Contractor(s) shall provide required services during regular business and non-business hours.
 - a. Regular business hours are Monday through Friday from 8:00 a.m. to 5:00 p.m., excluding weekends and holidays.
 - b. Non-business hours are any hours not defined as regular business hours, including after-hours weekends and holidays.
- D. The contractor's equipment shall not impede the normal operation of the facility and/or adversely impact LAKES REGIONAL tenants or users. No scaffolding, ladders, lifts, or other equipment used for the project will be allowed to remain erect or standing in the work area outside the normal work hours unless prior written approval has been granted by Lakes Regional Property Manager .
- E. The contractor shall perform each task according to a detailed written job plan which is prepared by Lakes Regional Property Manager or approved plans from an architect or engineer.
- F. Contractor shall continuously maintain adequate protection of all its work from damage and shall protect the property from injury or loss arising out of this service bid.
- G. The contractor shall perform all work in a safe, orderly, timely, efficient, satisfactory and workmanlike manner.
- H. Contractor shall obtain any and all permits as applicable in accordance to federal, state, or local codes, and ordinances.

- I. Contractor shall clean-up inside and outside site areas daily, removing and disposing of trash off-site.
- J. Contractor shall notify Lakes Regional Property Manager immediately (both verbally and in writing) of all damage and/or discrepancies that they identify at the job site prior to the start of work as well as any personal injury or property damage that occurs while performing this scope of work.
- K. Warranty of Work Performed: In addition to any other warranties (i.e. Manufacturer's Warranty, etc.), the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in material, design, or workmanship furnished or performed by the Contractor or any subcontractor. This warranty shall continue for a period of one (1) year from the date of final acceptance of the work. If LAKES REGIONAL takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one (1) year from the date LAKES REGIONAL takes possession.
- L. Quality Control: The contractor shall implement an effective quality control program. This program shall insure the contractor fulfills all the requirements of this bid.
- M. LAKES REGIONAL reserves the right to inspect site through any phase of the job plan.
- N. Job plan is not complete until it is accepted and signed for by authorized Lakes Regional Property Manager personnel.
- O. The Contractor shall include any and all receipts and/or invoices for materials, equipment rental, or other expenses, as applicable, with Contractor's invoice.
- P. Contractor's invoices shall be itemized and include, at a minimum: job site, labor (number of persons, broken out by job title), man hours, and cost of materials.

III. Proposed Procedure

- A. Lakes Regional Property Management personnel will create and prepare job plan, specifying construction service(s) to be performed.
- B. Contractor shall inspect/review site and job plan with Lakes Regional Property Manager. Contractor shall submit a detailed written estimate consistent to the proposed and approved rate schedule (see attachment). Estimates, at a minimum, shall include:
 - 1. Time (i.e. hours, days) needed to perform the work;
 - 2. Number of persons, with job title (e.g. supervisor, helper, etc.), to complete job;
 - 3. Dates the work is to be initiated and completed, as applicable;
 - 4. Estimated materials and supplies; and,
 - 5. List rate/price of equipment for the use on a project, as applicable.
- C. Contractor shall submit job plan to Lakes Regional Property Manager for review and approval.
- D. Contract and signed job plan **MUST** be received prior to commencement of the work.

IV. LAKES REGIONAL Will Furnish

Utilities: Hot and cold water and electricity will be provided from existing outlets.

LAKES REGIONAL may furnish supplies and/or materials needed for requested jobs. LAKES REGIONAL furnished supplies and/or materials shall be determined in Job Plan.

V. Contractor Furnished Equipment

- A. The contractor shall furnish all resources (e.g. supervision, labor, materials) unless otherwise stated in job plan based on LAKES REGIONAL requirements.
- B. The contractor shall, as directed by Lakes Regional Property Manager, schedule subcontractor(s) supplies and equipment deliveries during times and locations that cause minimum disruption and inconvenience to LAKES REGIONAL Programs. Unless otherwise directed in writing by a Lakes Regional Property Manager, all such deliveries shall be made at the job site after the hour of 5:00 P.M. daily. The contractor shall notify the Lakes Regional Property Manager both verbally and in writing of all deliveries 24 hours prior to the scheduled delivery.
- C. Electrical Equipment: All electrical extension cords shall be properly sized for the equipment load and placed away from vehicular and/or pedestrian traffic. All connections between the extension cords and related equipment shall be tightly fastened with no exposed electrical contracts. All extension cords shall have and use, a proper electrical ground.
- D. Man lifts: All contractors provided lifts shall be equipped with a flashing yellow beacon light and fire extinguisher. All lifts provided on the job site must be approved in writing by Lakes Regional Property Manager at least seven (7) days prior to their intended use by the contractor on the job site. The contractor must submit documentation that demonstrates to the satisfaction of Lakes Regional Property Manager that the contractor's personnel who will operate the lifts have sufficient training, certification and experience to operate the equipment safely. The contractor shall assure that the use of, safe operation and/or servicing of these lifts are in compliance with all applicable requirements. In the event of a contractor provided lift failure and/or malfunction, the contractor shall provide a replacement lift within one (1) working day so as not to delay scheduled completion of task.
- E. Ladders: Unless otherwise directed by Lakes Regional Property Manager, the contractor shall use ladders that utilize rubber floor protectors while performing work as described in job plan.
- F. Immediate clean-up of all debris, liquids, and residue created by Contractor and/or Contractor owned equipment.

G. LAKES REGIONAL will not be responsible for any lost and/or stolen tools and/or equipment.

VI. Safety

- A. The contractor, subcontractor(s) and each of their employees shall comply with all applicable local, state, federal laws, rules, regulations, and practices.
- B. The contractor shall also be responsible for all injury to persons or damage to property that occurs as a result of the contractor's negligence and shall take property safety and health precautions to protect the work, the workers, the public, and the property of others. The contractor shall be responsible for all materials delivered and work performed until completion and acceptance of the entire job.
- C. The contractor shall perform all its activities pursuant to this contract in a safe manner. The contractor shall assume responsibility on the job site for the actions of all its and its subcontractor(s) personnel who are associated with performance on this contract. In the performance of the scope of work the contractor shall take adequate measures to prevent bodily injury or damage to LAKES REGIONAL property.
- D. The contractor shall provide all barricades, warning signs (i.e. Caution Men Working), and other safety and protective equipment required to isolate or restrict public access to the work site and/or to protect LAKES REGIONAL employees and the general public from personal injury due to materials, equipment or operations at the site. All barricades, warning signs, etc. shall be in accordance with Federal, State and Local codes.
- E. The contractor shall provide and use adequate barricades and signs to provide sufficient notice of potential safety hazards prior to, during, and after the performance of the services.
- F. The contractor shall provide and ensure that all its personnel at the job site properly wear all applicable safety devices and apparel.
- G. Lakes Regional Property Manager shall have the right to inspect all areas for safety violations at its discretion, direct the contractor to make immediate improvement of conditions and/or procedures, and/or stop the work if other hazards are deemed to exist. Notwithstanding any provision to the contrary, LAKES REGIONAL shall not be obligated to make an equitable adjustment for any work stoppage that results from safety hazards created by the contractor.
- H. In the event that LAKES REGIONAL should elect to stop work because of any type of contractor caused job site safety hazard, the contractor will be notified and provided ample time to correct. The contractor shall bear all costs for eliminating the hazard(s) and shall not be granted compensation for the work stoppage. The contractor shall pay any and all additional expenses.

- I. The contractor shall never leave power equipment unattended without disconnecting them from their power source.
- J. The contractor shall immediately notify Lakes Regional Property Manager both verbally and in writing of any accident on the job site that is related to the performance of the services that involve bodily injury or damage to property. The contractor will provide information necessary, concerning whom to contact and the specific form of the follow-up written notice.
- K. Any damages caused by the contractor, subcontractor, or their employees to LAKES REGIONAL property shall be properly repaired or replaced by the contractor, to the satisfaction of the Lakes Regional Property Manager, at the contractor's expense.

VII. Performance

- A. The contractor's or any subcontractor's employees shall not disturb any items (i.e. furniture, documents, materials, supplies, equipment, etc.) that are in any area of the job sites unless either directed otherwise by Lakes Regional Property Manager or the items are the property of either the contractor or the contract's personnel. In situations where items are located in general area of proposed work, the contractor, at no additional cost to LAKES REGIONAL, shall temporarily relocate such items until such time as the proposed work is completed. The contractor shall assure that all items to be relocated are returned to their original locations without damage to them or to the surrounding surfaces.
- B. The contract shall adhere to and fulfill all the time and frequency requirements described herein.
- C. The contractor shall immediately notify Lakes Regional Property Manager, both verbally and in writing, if the contractor is requested to perform any additional work not included in the approved job plan. The contractor shall include:
 - 1. The scope of work requested;
 - 2. Who requested additional work;
 - 3. Location;
 - 4. Time to complete additional work; and,
 - 5. Cost for additional work.

Any modification to the approved job plan will be approved or denied exclusively by the Lakes Regional Property Manager.

VIII. Environmental and Regulatory

- A. The contractor (including Contractor's on the job site employees and subcontractors) shall comply with all applicable federal, state, and local regulatory code, and procedural requirements.

- B. The contractor shall provide Lakes Regional Property Manager with Material Safety Data Sheets (MSDS) for all materials used and/or stored on the job site by the contractor.
- C. All regulatory infractions, which are incurred by the contractor while fulfilling the requirements of the services, shall be immediately reported by the contractor to Lakes Regional Property Manager and appropriate regulatory agencies.
- D. Asbestos Containing Materials/Lead Based Paint: All facilities at LAKES REGIONAL have the potential to have asbestos containing materials (ACM). Prior to service activities, LAKES REGIONAL will conduct or have a third-party inspection indicating the presence of ACM in the work areas. Facilities constructed prior to 1978 should be presumed to have paint containing lead in their construction. Until a report has been supplied, the contractor shall stop work immediately and notify Lakes Regional Property Manager of its finding. The contractor shall not wash, disturb, remove, scrape or sand asbestos containing materials or paint containing lead.
- E. Removal of asbestos containing materials and materials containing lead based paint shall be performed by others and is not a part of this RFP.
- F. The contractor is responsible for insuring that any worker performing work in an area with ACM shall have asbestos awareness training.
- G. Air Quality: The contractor shall use, on the job site, only chemicals and products which are effective to fulfill the requirements described herein, have the least adverse impact on the environment, do not exceed the volatile organic chemical (VOC) limitations rule(s) published by the U.S. Environmental Protection Agency (EPA), and comply with all applicable regulatory requirements.

Background Clearance Check

- A. Certain areas and projects may require a background clearance check.

**GENERAL CONSTRUCTION AND REMODEL
CONTRACTOR SERVICES
AUTHORIZATION AND PROPOSAL**

Having read and understood the instructions to bidders, terms and conditions, the specifications and special provisions, Contractor submits the following proposal:

GENERAL CONSTRUCTION AND REMODEL

General Construction Contractor has _____ years' experience as a general construction contractor.

A. Labor

Straight Time Rate: \$ _____/hour

Overtime Rate: \$ _____/hour

Holiday and Weekend Rate: \$ _____/hour

B. Materials and supplies:

Cost plus _____ % Contractor's markup (documentation of Contractor's cost will be required), as applicable.

Additional charges/services: _____

C. Travel

Travel costs to and from project location: \$ _____ per mile

Contractor may include any additional information, including additional fees, on a separate page.

LAKES REGIONAL IN ITS SOLE AND ABSOLUTE DISCRETION SHALL HAVE THE RIGHT TO AWARD CONTRACTS FOR ANY OR ALL MATERIALS LISTED IN EACH PROPOSAL, SHALL HAVE THE RIGHT TO REJECT ANY AND ALL PROPOSALS, AND SHALL NOT BE BOUND TO ACCEPT THE LOWEST PROPOSAL AND SHALL BE ALLOWED TO ACCEPT THE TOTAL PROPOSAL OF ANY ONE CONTRACTOR OR AS OTHERWISE STATED IN THIS PROPOSAL.

THIS SUBMISSION IS GUARANTEED AS AN IRREVOCABLE OFFER VALID FOR 120 DAYS AFTER THE PROPOSAL OPENING DATE.

BY RETURNING THIS BID PROPOSAL COMPLETED, THE BIDDER CERTIFIES THAT THE PROPOSAL SPECIFICATIONS ARE UNDERSTOOD AND COMPLIED WITH. PROPOSAL MAY BE CONSIDERED INVALID IF NOT RETURNED.

Authorized Signature Contractor/Provider's Name

Typed or Printed Name Number/Street Address

Title City, State, Zip Code

Telephone Number Fax Number

E-mail address

Attachment A
LAKES REGIONAL
Historically Underutilized Business (HUB)/Disadvantaged Business Enterprise (DBE)
HUB Utilization Assessment

Please indicate below any changes to the information provided

Legal Name of your Business: _____
Address: _____
City: _____ State: _____ Zip: _____

Principal Owner Name: _____ Title: _____

Principal Owner Phone: _____ Other Phone: _____

1. If none of the below applies to your business please initial here _____, in doing so you acknowledge that your business will NOT be considered a Historically Underutilized Business or a Disadvantaged Business Enterprise Contractor (you may skip questions 2 and 3).

2. Is your business primarily owned (51% or more) by an individual or individuals that can be classified in one or more of the following groups?

(Please check all that apply from the list below)

<input type="checkbox"/> Women (Check here if you are a self-employed woman)
<input type="checkbox"/> African Americans
<input type="checkbox"/> Hispanic Americans
<input type="checkbox"/> Native Americans
<input type="checkbox"/> Asian Americans
<input type="checkbox"/> Service Disabled Veterans

3. Is your business already certified as disadvantaged or historically underutilized?

[] Yes [] No

If "Yes", please indicate the name of the certifying agency: _____

Certificate #: _____ Expiration Date: _____

If not certified, is your business eligible for certification based on question 2 above? [] Yes [] No

4. Please sign and date the form below.

Signature

Date

Print Name

**ATTACHMENT B
NOTICE "NO BID" FORM**

Dear Contractor,

Please check the appropriate box below, complete the remainder of this form and return it PRIOR to the scheduled Date and Time:

I/Our Company cannot provide the products, supplies and/or services listed in this request. Please MOVE my/our name and address to the following commodities so that we may submit bids/proposal at a later date:

Commodities: _____

I/We have chosen NOT to submit a Proposal at this time, but would like to remain on your list for this Proposal category. We did not submit a Proposal because:

Reason(s): _____

Please REMOVE my/our name from all MHMR Tarrant lists until further notice.

Reason(s): _____

Company Name: _____

Representative (Print Name): _____

Address: _____

Email: _____

Phone Number: (_____) _____ Fax Number: (_____) _____

PLEASE RETURN THIS FORM ONLY TO:

**LAKES REGIONAL
Notice "No Bid" – GENERAL CONSTRUCTION AND RENOVATION
SERVICES
400 Airport Road
Terrell, Texas 75160**

Authorized Signature: _____

Title: _____ Date: _____

CONTRACTORS WHO RESPOND TO THIS INVITATION WITH A COMPLETED PROPOSAL FORM WILL REMAIN ON OUR MAILING LIST. CONTRACTORS MAKING NO RESPONSE MAY BE REMOVED FROM THE MAILING LIST.

**ATTACHMENT C
DEVIATION FORM**

All deviations to this Solicitation must be noted on this sheet. In the absence of any entry on this Deviation Form, the prospective contractor assures LAKES REGIONAL of their full agreement and compliance with the Specifications, Terms and Conditions.

An individual authorized to execute contracts must sign the Deviation Form. Any exceptions taken to the terms and conditions identified in this Solicitation Package must be expressly stated below.

**THIS DEVIATION FORM MUST BE SIGNED BY EACH PROSPECTIVE
CONTRACTOR WHETHER THERE ARE DEVIATIONS LISTED OR NOT, AND
SUBMITTED WITH THIS SOLICITATION**

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME/TITLE: _____

DATE: _____

ATTACHMENT D
NON-COLLUSION AFFIDAVIT OF CONTRACTOR

State of _____ County of _____

_____ verifies that:
(Name)

- (1) He/She is owner, partner, officer, representative, or agent of _____, has submitted the attached bid.
(Company Name)
- (2) He/She is fully informed in respect to the preparation, contents and circumstances in regard to attached bid;
- (3) Neither said contractor nor any of its officers, partners, agents or employees has in any way colluded, conspired or agreed, directly or indirectly with any other contractor, firm or person to submit a collusive or sham bid in connection with attached bid and the price or prices quoted herein are fair and proper.

SIGNATURE

PRINTED NAME

Subscribed and sworn to before me this

_____ day of _____ 2021

NOTARY PUBLIC in and for

_____ County, Texas.

My commission expires _____

THIS FORM MUST BE COMPLETED, NOTARIZED AND SUBMITTED WITH BID

**ATTACHMENT E
REFERENCE FORM**

All references must be from customers for whom your company has provided similar serves as the specifications of this bid (*Invalid contact information will result in default of references and may cause the bid to be disqualified.*)

Company Name: _____

Street Address: _____

City, State & Zip: _____

Contact Name: _____ Phone: _____

E-mail: _____

List date and describe work performed: _____

Company Name: _____

Street Address: _____

City, State & Zip: _____

Contact Name: _____ Phone: _____

E-mail: _____

List date and describe work performed: _____

Company Name: _____

Street Address: _____

City, State & Zip: _____

Contact Name: _____ Phone: _____

E-mail: _____

List date and describe work performed: _____

Company Name: _____

Street Address: _____

City, State & Zip: _____

Contact Name: _____ Phone: _____

E-mail: _____

List date and describe work performed: _____

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH BID

